

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF ADULT SERVICES AND AGING**

AMENDMENT # 1

Contract # 11-0832-601

Service PO # 11SC08-4601

Vendor # 12015566

RECEIVED

DEC 01 2010

**ADULT SERVICES
& AGING**

Project Solutions Inc.
SHINE Program
3022 W Saint Louis St
Rapid City, SD 57702

State of South Dakota
Department of Social Services
DIVISION OF ADULT SERVICES AND AGING
700 Governors Drive
Pierre SD 57501-2290

Referred to as Grantee

Referred to as State

1. This agreement is amended between the Grantee and the State effective for services provided on or after November 1, 2010 to change the following and shall be attached to the original Grant contract. All other terms and conditions of this contract remain unchanged.

2. Page 1, Section 3 is changed from: Amount provided by Grantor is \$75,432.00.

Amount matched by Grantee	0.
Total Grant Amount	\$75,432.00.

Dollars provided by Grantor consist of the following:

Non-Federal State dollars	0.
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Federal CFDA #:	93.779	\$75,432.00.
Grant Name	Centers for Medicare and Medicaid Services.	
Agency/Office:	DHHS, Centers for Medicare and Medicaid Svcs.	

ARRA – YES OR NO? No.

to read:

Amount provided by Grantor is	\$80,932.00.
Amount matched by Grantee	\$ 0.00.
Total Grant Amount	\$80,932.00.

Dollars provided by Grantor consist of the following:

Non-Federal State dollars	\$ 0.00.
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Federal CFDA #:	93.779	\$69,476.00
Grant Name:	Centers for Medicare and Medicaid Services	
Agency/Office:	DHHS, Centers for Medicare & Medicaid Svcs.	

Federal CFDA #:	93.518	\$11,456.00
Grant Name:	Affordable Care Act-Medicare Improvements for Patients and Providers.	
Agency/Office:	DHHS, Administration on Aging.	

Other

ARRA – YES OR NO? No

.Amount provided funding to Grantor is \$80,932.00.

The additional funding of \$5,500.00 shall be used to the following:

\$2,000.00 for Equipment purchase and upkeep.

\$ 500.00 for Travel.

\$1,000.00 for LIS outreach in rural locations.

\$2,000.00 for reimbursed out of state travel.

3. AUTHORIZED SIGNATURES: In witness hereto, the parties signify their agreement by affixing their signatures hereto.

<u>Sandra Brown</u>	<u>11/29/10</u>
Grantee Signature	Date
<u>Marilyn Kinsman</u>	<u>11/12/10</u>
State-DSS Division Director Marilyn Kinsman	Date
<u>Brenda Tidball-Zeltinger</u>	<u>11/12/10</u>
State - DSS Chief Financial Officer Brenda Tidball-Zeltinger	Date

State Agency Coding:

Company	<u>2004</u>	<u>2004</u>	<u>2004</u>	<u>2004</u>
Account	<u>5206070</u>	<u>5206070</u>	<u>5206070</u>	<u>5206070</u>
Center Req	<u>0831 100</u>	<u>0831100</u>	<u>0831100</u>	<u>0831100</u>
Center User	<u>07101</u>	<u>04701</u>	<u>07103</u>	<u>07104</u>
Dollars	<u>\$69,476.00</u>	<u>\$11,456.00</u>	<u>\$6751.00</u>	<u>\$15,226.00</u>
SVC PO Code	<u>43,427</u>			

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF ADULT SERVICES AND AGING**

RECEIVED**JUN 03 2010**

**Grant Agreement
Between**

**ADULT SERVICES
& AGING**

Project Solutions Inc.
SHINE Program
3022 W Saint Louis St
Rapid City, SD 57702

State of South Dakota
Department of Social Services
DIVISION OF ADULT SERVICES AND AGING
700 Governors Drive
Pierre SD 57501-2291

Referred to as Grantee

Referred to as State

The State hereby enters in to an agreement for an award of (Federal) and/or (State) financial assistance to a subrecipient.

1. GRANTEE'S South Dakota Vendor Number is 12015566 .
2. PERIOD OF PERFORMANCE:
This agreement shall be effective as of **June 1, 2010** and shall end on **May 31, 2011**, unless sooner terminated pursuant to the terms hereof.
3. BASIS FOR CONTRACT AMOUNTS:
This grant is made for the purpose of providing eligible beneficiaries information about Medicare Parts A, B, D, Medicare Advantage and Extra Help (LIS) programs through the Senior Health Information and Insurance Education (SHINE) program.

Amount provided by Grantor is	\$75,432.00.
Amount matched by Grantee	0.
Total Grant Amount	\$75,432.00.

Dollars provided by Grantor consist of the following:

Non-Federal State dollars	0.
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Federal CFDA #:	93.779	\$75,432.00.
Grant Name	Centers for Medicare and Medicaid Services (CMS)..	
Agency/Office:	DHHS, Centers for Medicare and Medicaid Svcs.	

ARRA – YES OR NO? **No**
 Federal ARRA CFDA #:
 ARRA Grant Name:
 ARRA Agency/Office:

4. PROVISIONS:

A. The Grantee agrees to:

1. Recruit and train volunteers for region.
2. Work with SHIP director and other regional coordinators to develop plan for educational activities to be completed within designated timeframes for volunteers and beneficiaries.
3. Maintain volunteer records for region.
4. Provide or arrange for insurance for volunteers
5. Provide a minimum of one (1) Medicare education event per month in region
6. Provide weekly Medicare Part D enrollment events and one-on-one enrollment opportunities during Part D open enrollment.
7. Provide Low Income Subsidy (LIS) one-on-one enrollment opportunities to eligible beneficiaries.
8. Written monthly report of activities to SHIP director in Pierre ASA office on provided monthly report form. This report must include all wages broken down into full and part time staff by hours worked and wages paid.
9. Provide advance notice of planned activities to SHIP director.
10. Request draw down of funds, maintain financial records of SHIINE expenditures for region, and report same to SHIP director.
11. Provide monthly material to SHIP director to keep SHIINE web site up-to-date and accurate.
12. Assist SHIP director in coordinating activities with existing and new SHIINE partners in region.
13. Other duties necessary to carry out needed educational activities as approved by SHIP director.

B. The State agrees to:

1. Reimbursement will be processed upon receipt, review and approval of the Monthly Report and the Financial Status Report.

5. PROPERTY MANAGEMENT STANDARDS:

The Grantee agrees to observe Federal Government uniform standards governing the Utilization of property whose cost was charged to a project supported by a Federal grant.

6. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding Department of Social Services' rules, regulations and policies to the Grantee and to assist in the correction of problem areas identified by the State's monitoring activities.

7. LICENSING AND STANDARD COMPLIANCE:

The Grantee agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Grantee's failure to ensure the safety of all individuals served is assumed entirely by the Grantee.

8. ASSURANCE REQUIREMENTS:

The Grantee agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Debarment and Suspension, Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, and American Recovery and Reinvestment Act of 2009 as applicable.

9. RETENTION AND INSPECTION OF RECORDS:

The Grantee agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other, and other information records necessary for reporting and accountability required by the State. The Grantee shall retain such records for six years following termination of the agreement. If such records are under pending audit, the Grantee agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement.

All payments to the Grantee by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this agreement shall be returned to the State within thirty days after written notification to the Grantee.

10. AUDIT REQUIREMENTS:

For nonprofit sub-recipients if the total of all Department of Social Services funding is greater than \$500,000 during the Grantee's fiscal year, the Grantee agrees to submit to the State a copy of an annual entity-wide, independent financial audit. The audit shall be completed and filed with the Department of Social Services by the end of the fourth month following the end of the fiscal year being audited. The audit should be sent to:

Department of Social Services
Provider Reimbursements and Audits
700 Governors Drive
Pierre, SD 57501

For nonprofit sub-recipients if federal funds of \$500,000 or more have been expended by the Grantee during the Grantee's fiscal year the audit shall be conducted in accordance with OMB Circular A-133 by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Audits shall be completed and filed with the Department of Legislative Audit by the end of the fourth month following the end of the fiscal year being audited. For an A-133 audit, approval must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

For either an entity-wide, independent financial audit or an A-133 audit, the Grantee assures resolution of all interim audit findings. The Grantee shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the Department or its' contractor(s) may perform.

Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely satisfied.

11. COST PRINCIPLES:

Grantee agrees to comply in full with the applicable cost principles as outlined in OMB Circulars A-21 (Cost Principles for Educational Institutions), A-87 (Cost Principles for State, Local, and Indian Tribal Governments), or A-122 (Cost Principles for Non-Profit Institutions). Grantee agrees to establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

13. FUNDING:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

14. AMENDMENTS:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Grantee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS:

The Grantee will not use subcontractors to perform work under this agreement without the express prior written consent of the State. The Grantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Grantee will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

20. HOLD HARMLESS:

The Grantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Grantee to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

21. INSURANCE:

Before beginning work under this Agreement, the Grantee shall furnish the State with properly executed Certificates of Insurance, which shall clearly evidence all insurance required in this Agreement, and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Grantee shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

The Grantee shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

The Grantee shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

The Grantee shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

The Grantee agrees to procure and maintain professional liability insurance with limit not less than \$1,000,000.

22. CONFLICT OF INTEREST:

Grantee agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

23. TERMS:

By accepting this agreement, the Grantee assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written Approval by the State shall be in violation of the terms of this agreement, and the agreement shall be subject to termination.

24. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Subrecipient certifies, by signing this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

25. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Sandra Burns

Grantee Signature

6/1/10

Date

Marilyn Kinsman

State- DSS Director Marilyn Kinsman

5/27/10

Date

Laura Schaff

FOR State - DSS Chief Financial Officer Brenda Tidball-Zeltinger

5/27/10

Date

State Agency Coding:

Stimulus Funds - Provided by American Recovery and Reinvestment Act (ARRA) - YES OR NO? No

Company	<u>2004</u>	<u> </u>	<u> </u>	<u> </u>
Account	<u>5206070</u>	<u> </u>	<u> </u>	<u> </u>
Center Req	<u>0832 100</u>	<u> </u>	<u> </u>	<u> </u>
Center User	<u>07101</u>	<u> </u>	<u> </u>	<u> </u>
Dollar Total	<u>\$75,432</u>	<u> </u>	<u> </u>	<u> </u>
CFDA #	<u>93.779</u>	<u> </u>	<u> </u>	<u> </u>

DSS Program Contact Person Troy Larson
 Phone 605-773-3656

DSS Fiscal Contact Person Patty Hanson
 Phone 605 773-3586

Grantee Program Contact Person Sandra Burns
 Phone 605 737-0377

Grantee Fiscal Email Address Sandy@ProjectSolutionsInc.com

Grantee Fiscal Contact Person
 Phone

Grantee Fiscal Email Address